

**SECOND AMENDMENT TO  
HELICOPTER EQUIPMENT USE AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND THE CITY OF RIVERSIDE**

**1. PARTIES AND DATE.**

This Second Amendment to Helicopter Equipment Use Agreement ("Amendment") is made and entered this 3rd day of May, 2017 by and between the City of Corona, a general law city and a California municipal corporation ("Corona") and the City of Riverside, a charter city and a California municipal corporation ("Riverside"). Corona and Riverside are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment.

**2. RECITALS.**

2.1 Agreement. Corona and Riverside entered into that certain Agreement for Use of Helicopter Equipment between the City of Corona and the City of Riverside dated October 27, 2010 ("Agreement"), whereby Corona agreed to allow Riverside to use certain helicopter equipment.

2.2 Helicopter Program Agreement. Corona and Riverside have also entered into that Helicopter Program Agreement dated June 26, 2015 ("Helicopter Program Agreement"), whereby Riverside provides certain helicopter services to Corona for use in its policing functions. The initial term of the Helicopter Program Agreement is set to expire on June 25, 2017, though it is subject to automatic two (2) year renewal terms unless either Party provides notice to the other Party of its intent not to renew at least thirty (30) days prior to the expiration of the initial term or any renewal term.

2.3 First Amendment. Corona and Riverside previously amended the Agreement for the first time to extend the term from October 27, 2015 to October 26, 2020 and to clarify early termination rights under the Agreement to terminate the Agreement as of June 25, 2017, in order to amend the Helicopter Program Agreement at that time to include the provisions of the Agreement.

2.4 Second Amendment. Corona and Riverside would like to amend the Agreement for a second time to: (1) remove the FLIR 8500FX Multi Sensor Imager System equipment from a loaned piece of equipment and donate it to Riverside; and (2) effectuate the early termination of the Agreement as of June 25, 2017 and authorize the Chief of Police to incorporate the terms of the Agreement into the Helicopter Program Agreement.

### 3. TERMS.

3.1 Equipment. Section 3.1 (Equipment) is hereby deleted in its entirety and replaced with the following:

“3.1 Equipment.

3.1.1 Loaned Equipment. Corona shall provide Riverside any of the following items of helicopter equipment ("Loaned Equipment") upon the request of Riverside:

- Spectrolab SX16 Nightsun with or without Slave System
- (2) Avalex AVM 4120 12 inch Touch Screen Displays
- Avalex 7100 Moving Map Computer
- Avalex AVR 8000 Digital Video Recorder
- Avalex AVR 9021 Mission Data Recorder

The term “Equipment” throughout the Agreement shall hereinafter be interpreted to mean “Loaned Equipment” as defined by this Second Amendment.

3.1.2 Donated Equipment. Corona hereby donates the following item of helicopter equipment (“Donated Equipment”) to Riverside:

- FLIR 8500FX Multi Sensor Imager System

Riverside hereby receives and takes into its possession the Donated Equipment as of the date of this Second Amendment. Riverside acknowledges that any and all warranties for the Donated Equipment have expired and that Corona makes no warranty, guarantee or pledge, either express or implied, with respect to the Donated Equipment. To the fullest extent permitted by law, Riverside hereby releases and agrees to defend and indemnify Corona and its officials, officers, employees and agents from and for all liability related to Riverside’s use or actions with respect to the Donated Equipment.”

3.2 Early Termination of Agreement. Pursuant to Section 3.4 of the Agreement, the Parties hereby agree to the early termination of the Agreement as of 11:59 p.m. on June 25, 2017; provided, however, that rather than returning the Loaned Equipment to Corona, the Loaned Equipment will continue to be made available for use

by Riverside by incorporating provisions substantially similar to those from the Agreement into the Helicopter Program Agreement.”

3.3 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

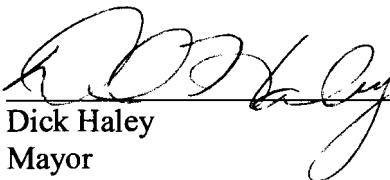
3.5 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**


**SIGNATURE PAGE FOR**  
**SECOND AMENDMENT TO**  
**HELICOPTER EQUIPMENT AGREEMENT**  
**BETWEEN THE CITY OF CORONA**  
**AND THE CITY OF RIVERSIDE**

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the first date hereinabove written.

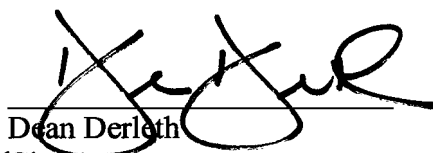
**CITY OF CORONA**

By:   
Dick Haley  
Mayor

ATTEST:

By:   
Lisa Mobley  
City Clerk

APPROVED AS TO FORM:

By:   
Dean Derleth  
City Attorney


**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
John Russo  
City Manager

ATTEST:

By: \_\_\_\_\_  
Colleen J. Nicol  
City Clerk

APPROVED AS TO FORM:

By:   
Neil Okazaki  
Deputy City Attorney